

04-311

ARRANGEMENT

BETWEEN

THE NUCLEAR REGULATORY COMMISSION (USNRC)  
OF THE UNITED STATES OF AMERICA

AND

THE SWEDISH NUCLEAR POWER INSPECTORATE (SKI)  
OF SWEDEN

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND

COOPERATION IN THE REGULATION OF NUCLEAR SAFETY

December 13, 2001

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The Nuclear Regulatory Commission of the United States of America (USNRC) and the Swedish Nuclear Power Inspectorate of Sweden (SKI), hereinafter together referred to as the "Parties";

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities and activities, including management and final storage of spent fuel and nuclear waste;

Having similarly cooperated under a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on December 6, 1974, between the United States Atomic Energy Commission (USAEC) and the SKI, and having already extended such Arrangement for five-year periods beginning October 30, 1979, January 24, 1985, October 4, 1989, and December 12, 1994;

Have agreed as follows:

**I. SCOPE OF THE ARRANGEMENT**

To the extent that the USNRC and SKI are permitted to do so under the laws, regulations, and policy directives of their respective authorities, the Parties will continue to exchange technical and regulatory information relating to the safety, safeguards, physical protection, transport safety, and environmental impact of nuclear facilities, materials, and activities, as designated by mutual consent. The information exchange in these fields will include, in particular:

- Legislation, regulations, guides, and standards;
- Major safety reviews, safety initiatives, and licensing decisions;
- Reports on incidents and other operational experience of substantial significance;
- Safety-related research, including the development of methods for safety regulation and supervision (See Addenda A and B. This area may require a separate agreement, as determined to be necessary by one or both of the Parties.); and
- Activities of immediate public interest.

## II. ADMINISTRATION

- A. The exchange of information under this Arrangement may be accomplished by post or appropriate means of electronic communication, including telephone, and by visits and meetings arranged in advance on a case-by-case basis.
- B. An administrator will be designated by each Party to supervise and coordinate its participation in the overall exchange. The administrators will be the recipients of all documents transmitted under the exchange, unless the Parties decide otherwise. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas.
- C. Meetings of persons implementing this Arrangement on behalf of the two Parties will be arranged only when the Parties mutually deem it to be appropriate. Any visit made under this Arrangement will take place only after consultation between the administrators.
- D. The transmitting Party does not warrant the suitability of any information for any particular use or application, and the application or use of such information exchanged or transferred between the Parties under this Arrangement will be the responsibility of the Receiving Party.
- E. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the Parties agree to consult before any action is taken.
- F. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

## III. EXCHANGE AND USE OF INFORMATION

### A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of Addendum C and the Intellectual Property Addendum, which are integral parts of this Arrangement.

B. Confidentiality

1. The Parties will inform each other about any information that is to be treated as confidential pursuant to this Arrangement.
2. The Parties are committed to protect any information that has been identified as confidential information. Such information will not be published or transmitted to any third party without prior written agreement from the Transmitting Party.

C. Intellectual Property

Without prejudice to the provisions of the Intellectual Property Addendum of this Arrangement, the Parties will jointly and effectively protect intellectual property in accordance with the Parties' laws and concluded international agreements, which the Parties have undertaken to comply with.

D. Consultation

If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the provisions of confidentiality of this Article in order to comply with applicable laws or regulations or any other reason, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

E. Other

Nothing contained in this Arrangement will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

F. Dispute Resolution

The laws and regulations of the respective countries will govern cooperation under this Arrangement. Any dispute or questions among the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the Parties.

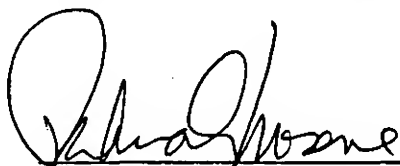
IV. FINAL PROVISIONS

- A. This Arrangement will enter into force upon signature and, subject to paragraph B. of this Article, will remain in force for five years unless extended for a further period of time by written notice of the Parties.
- B. Either Party may withdraw from this Arrangement after providing the other Party with 180 days' prior written notice of its intent to withdraw.

- C. All information protected as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and after this Arrangement has expired or been terminated, unless otherwise specifically agreed by the Parties in writing.

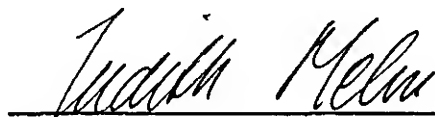
DONE at Rockville, Maryland, on this 13th day of December 2001.

FOR THE NUCLEAR REGULATORY  
COMMISSION OF THE  
UNITED STATES OF AMERICA:

A handwritten signature in dark ink, appearing to read 'Richard A. Meserve', written over a horizontal line.

Richard A. Meserve  
Chairman

FOR THE SWEDISH NUCLEAR POWER  
INSPECTORATE OF SWEDEN:

A handwritten signature in dark ink, appearing to read 'Judith A. Melin', written over a horizontal line.

Judith A. Melin  
Director General

ADDENDUM "A"

USNRC - SKI Nuclear Safety Research Exchange

Areas in Which the USNRC Is Performing or Sponsoring Safety Research

1. Reactor Vessel and Piping Integrity
2. Aging of Reactor Components
3. Reactor Equipment Qualification
4. Thermal Hydraulic Code Applications and Maintenance
5. Plant Performance
6. Human Performance
7. Core Melt and Reactor Coolant System Failure
8. Reactor Containment Safety
9. Containment Structural Integrity
10. Seismic Safety
11. Probabilistic Risk Assessment
12. Severe Accident Analysis
13. Radiation Protection and Health Effects
14. Radionuclide Transport and Waste Management
15. Nuclear Fuel Analysis

**ADDENDUM "B"**

**USNRC - SKI Nuclear Safety Research Exchange Areas**  
**in Which the SKI Is Performing or Sponsoring Safety Research**

1. Integrated Safety Assessment
2. Safety Analysis
3. Man-Technology-Organization (MTO)
4. Material and Chemistry
5. Solid Mechanics
6. Control and Material Testing
7. Thermal Hydraulics
8. Fuel Safety
9. Severe Accidents
10. Safety and Process Instrumentation and Control
11. Nuclear Waste
12. Nuclear Non-Proliferation
13. Regulatory Management
14. Emergency Preparedness
15. Support to Universities and Nordic Research
16. Miscellaneous

## ADDENDUM "C"

### Information Exchange and Use

#### 1. Definitions

For the purposes of this Arrangement:

1. The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on results or methods of confirmatory assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.
2. The term "proprietary information" means information made available under this Arrangement which contains trade secrets or other privileged or confidential information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:
  - (1) has been held in confidence by its owner;
  - (2) is of a type which is customarily held in confidence by its owner;
  - (3) has not been transmitted by the owner to other entities (including the Receiving Party) except on the basis that it be held in confidence;
  - (4) is not otherwise available to the Receiving Party from another source without restrictions on its further dissemination; and
  - (5) is not already in the possession of the Receiving Party.
- C. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

#### 5. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

This document contains proprietary information furnished in confidence under an Arrangement dated December 13, 2001 between the Nuclear Regulatory Commission of the United States of America and the Swedish Nuclear Power Inspectorate of Sweden and will not be disseminated outside these organizations,



their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Sweden without the prior approval of (name of the Transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restrictions.

This restrictive legend will be respected by the Receiving Party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the Transmitting Party.

6. Dissemination of Documentary Proprietary Information

- A. In general proprietary information received under this Arrangement may be freely disseminated by the Receiving Party without prior consent to persons within or employed by the Receiving Party, and to concerned Government departments and Government agencies in the country of the Receiving Party.
- B. In addition, proprietary information may be disseminated without prior consent
  - (1) to contractors or consultants of the Receiving Party located within the geographical limits of that Party's nation, for use only within the scope of work of their contracts with the Receiving Party in work relating to the subject matter of the proprietary or other confidential or privileged information;
  - (2) to domestic organizations permitted or licensed by the Receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and
  - (3) to contractors of organizations identified in 3.B.(2), above, for use only in work within the scope of the permit or license granted to such organizations;

provided that any dissemination of proprietary information under 3.B.(1), (2), and (3), above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in 2., above.
- C. With the prior written consent of the Party furnishing proprietary information under this Arrangement, the Receiving Party may disseminate such proprietary information more widely than otherwise permitted in subsections A. and B. The Parties will cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations, and laws.

4. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other confidential or privileged information will respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

- A. that the information is protected from public disclosure by the Government of the Transmitting Party, and
- B. that the information is transmitted under the condition that it be maintained in confidence.

5. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph 3., Dissemination of Documentary Proprietary Information.

5. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from attachments of staff, use of facilities, or joint projects, will be treated by the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

**INTELLECTUAL PROPERTY ADDENDUM**

Pursuant to Article III. and Addendum "C" of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

**I. SCOPE**

1. This Addendum is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.
2. For purposes of this Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., 'intellectual property' shall include the rights relating to:

- literary, artistic and scientific works,
- performances of artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields."

3. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
4. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or

their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

5. Termination or expiration of this Arrangement shall not affect rights or obligations under this Addendum.

## II. ALLOCATION OF RIGHTS

1. Each party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
2. Rights to all forms of intellectual property, other than those rights described in Section II.1., above, shall be allocated as follows:
  - a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.
  - b.
    - (1) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country the invention was made shall have first option to acquire all rights and interests in third countries. If research is not designated as "joint research," rights to intellectual property arising from the research will be allocated in accordance with paragraph II.2.a., above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.
    - (2) Notwithstanding paragraph II.2.b. (1), above, if a type of intellectual property is available under the laws of one Party but not of the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.2.b. (1), above.